

**PARKING MANAGEMENT AGREEMENT**

Between the City of Everett and Downtown Everett Association

For the day-to-day operation of Everpark Parking Facility

**THIS AGREEMENT** made and entered into on this 30th day of December, 2016, by and between the **City of Everett**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and Downtown Everett Association ("Manager"), a Washington nonprofit corporation, whose address is, P.O. Box 748, Everett, WA 98206.

**WHEREAS**, the City bought land, subsequently constructed a 500-car parking facility in the 2800 block of Hoyt Avenue, pursuant to LID procedures, and additionally sold revenue bonds to finance the facility; and

**WHEREAS**, the City desires to retain a parking operator as the Manager to conduct the day-to-day operation of the parking facility; and

**NOW, THEREFORE**, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

**1. TERM**

The Manager shall provide services, work, improvements and equipment pursuant to this Agreement for a period of three years, commencing on January 1, 2017.

**2. SCOPE**

By this agreement, the City as principal engages Manager as its agent to operate and maintain the Everpark Garage. All work, services and improvements relating to this Agreement shall be performed to the satisfaction of the City's Director of Facilities or his/her designee as the "City Representative".

**3. RESPONSIBILITIES****A. Manager**

1. Maintain a staff and garage operation and emergency preparedness plan. (This includes landscaping maintenance around the garage and the "arcade" walkway.)
2. Manage and Operate the Everpark Garage. The Manager shall keep the Garage free of all debris and flammable materials of every description. The Garage shall be maintained in an orderly, clean, safe and sanitary condition at all times.
3. Provide a maintenance crew that is available during normal business hours.
4. Maintain 24-hour on-call maintenance support.

5. Maintain a Security Plan (including vehicles and pedestrians) .
6. Provide uniformed staff during required operating hours. Staff shall be adequately trained with appropriate qualifications and experience to provide all services appropriate for the operations under this Agreement. Staff shall be attired in uniforms approved by the Manager and the City's Representative at all times when the Garage is open to the general public. If a Staff member of the Manager's, in the reasonable opinion of the City Representative, fails to exhibit and conform to reasonable standards of courteousness, cleanliness and politeness which reflect favorably on the City, the Manager shall promptly counsel or discipline such employee or remove such employee from the Garage.
7. Collect parking fees and remit them to the City;
8. Make disbursements from parking fees collected as authorized by this Agreement.
9. Coordinate maintenance issues with the City's Facilities Department.
10. Consult with City regarding parking issues.
11. Maintain a short and long-term promotional plan to increase Garage usage.
12. Maintain a "Customer Service Program" (e.g. flat tires, etc.).
13. Shall be responsible for all incidental operating expenses not set forth in the section entitled Owner's Responsibility.
14. Develop and recommend a capital improvement plan by August 1, of each year.
15. Develop and maintain a program to improve the nighttime collection system for "parkers" who leave the garage on weeknights during non-staffed hours. Said program shall be reviewed for approval by the City's Representative.
16. No vending other than necessary for the parking operation will be allowed in the Everpark Garage unless approved by the City Representative.
17. Pay for and obtain all licenses and permits necessary for the operation of the Everpark Garage.
18. Shall not use or occupy the Everpark Garage or permit the use or occupancy of the Garage contrary to any federal, state or local law, rule or regulation or in any manner which would cause a public nuisance or waste in providing its management services under this Agreement. The Manager will conform to all reasonable rules and regulations promulgated by the City which pertain to the Garage and will use all reasonable methods to require customer, clients and all persons using the Garage to observe the same.
19. Clean, repair and properly maintain any City equipment on the premises to the reasonable satisfaction of the City.

20. Provide a fidelity bond for all employees in the amount of five thousand dollars (\$5000) for each incident and the bond must be in a form acceptable to the City Attorney.
21. Allow the City to audit the Manager's operation of the Everpark Garage upon request of the City.
22. The Manager will provide all necessary supplies and equipment to operate the Everpark Garage consistent with the provisions of this Agreement.
23. Manager's personnel shall work with the downtown merchants for the promotion and operation of the garage for the betterment of downtown Everett and its citizens. This includes special parking consideration for the physically disabled.
24. If a charge is made for hourly parking, the parking facility shall be operated in cooperation with the most widely used validation system in downtown Everett so as to permit customers to enjoy the benefits of the validated free parking. The Manager will be expected to work closely with the Everett downtown merchants, or similar groups in this regard.
25. The Manager will be responsible for the following maintenance items during attendant hours:
  - a. Daily cleaning of stairways, elevators, and each parking level. In the event of snow or icy conditions, the stairwells will be promptly cleared to insure the public safety.
  - b. Particular attention must be given to all public access areas, such as elevator, stairways, and arcade walkway. If necessary, the painted access areas should be scrubbed frequently to maintain a fresh appearance. Graffiti shall be immediately cleaned or painted over.
  - c. Employee restroom must be cleaned daily.
  - d. Ticket dispensers and automated equipment.
26. The main electrical panel room and elevator equipment room must not be used for storage space.
27. The Manager will have responsibility for securing and protection of the facility during attendant hours.
28. The parking facility will remain open for normal working hours during the business week. Attendant(s) will be on duty during normal working hours, and such other hours as agreed between parties. The minimum hours shall be 7:00 a.m. to 6:00 p.m. unless otherwise authorized by the City Representative. The Manager shall provide a total of twenty four (24) person hours of site staffing, per day, when open Monday thru Friday.
29. Repair any damage caused by Manager.

30. Staff a Customer Service Center that will be open during reasonable and normal business hours. The Customer Service Center will be located in the former Transit Information Center in the Garage. The Customer Service Center and its employee will be used to support the Garage and services and programs benefiting downtown Everett. Upon termination of this Agreement for any reason, improvements that are not easily removable shall remain with the Center and shall be considered the property of the City.

**B. City**

The City will:

1. Set parking rates, discounts, allowances, and hours of operation.
2. Audit Manager at will.
3. Directly pay for all utilities except for telecommunication and refuse removal expenses.
4. Provide Everett Police Department support as needed.
5. In its sole discretion, manage and fund any major capital improvements (such as painting, car deck resurfacing and light relamping and major emergency repairs).
6. Pay applicable taxes.
7. Maintain and repair of the Everpark Garage structure, elevator system, mechanical security doors, lighting, and support utilities. City owned equipment will be the responsibility of the City's Facilities Department.
8. The City Representative shall have the right, exercised reasonably and in good faith, to approve the following: (1) all signs and other such devices visible to the public; and (2) the size, configuration, layout, accessibility, placement, materials, color and architectural character and appearance of anything done to or affecting the Garage.
9. Paint signs and restrooms as and when the City believes necessary.
10. Relamp and replace broken glass.
11. At it's sole option, the City may directly enter into agreements with third parties for the use of parking spaces in the Everpark Garage; provided however City will consult with the Manager prior to entering into any third party agreement. "Consult" means to confer and does not obligate the City to seek or obtain the Manager's approval or concurrence prior to the City's entering into any third party agreement.
12. The City may make physical changes to the Everpark Garage.
13. The City may develop the air rights over the Everpark Garage and the Manager agrees to fully cooperate with the City and accommodate its efforts to do so.

#### **4. BUILDING, SIGNING AND ALTERATIONS**

A. The Manager shall not physically alter the parking facilities, but may install necessary portable signs, directional markers, etc. Building walls, sidewalks and landscaped areas may not be altered without written permission of the City. Capital investments and other fixed improvements in excess of \$500 for an individual item will not be made without the prior written approval of the City. Work items shall not be broken down in an effort to evade this threshold.

B. Installation of signs on any wall areas shall be approved in writing by the City. The Manager shall allow no advertising signs on the parking structure or inside except those specifically authorized by the City.

#### **5. COMPENSATION**

##### **A. Manager's Fee**

The Manager agrees to operate the garage and the City shall pay the Manager as full compensation for everything furnished and done under this Agreement a monthly payment in the amount of \$16,613.00. This amount is to be applied towards the expenses which the Manager is responsible for which includes those set forth in this Agreement and all incidental operating expenses required to operate the Everpark Garage under the terms of this Agreement not set forth in the section herein entitled "Owner's Responsibility" (Article 3A). Payments will be made by the fifteenth day of the month for services performed in the preceding month, provided that the work required to be performed has been fully and satisfactorily completed pursuant to the terms of this Agreement. The City may withhold payment in whole or in part for damage caused Manager or Manager's uncured default.

##### **B. Reimbursable Expenses**

The City will reimburse the Manager for the following expenses, provided that City approval is obtained prior to the Manager incurring the expense.

1. Maintenance/repair to the gate equipment, time clocks, and elevator equipment not covered by a maintenance agreement, will be reimbursed at the rate of 100 percent. All maintenance and repair items over Five Hundred Dollars (\$500) require the prior written approval of the City Representative.
2. In the event of snow or icy weather conditions, the Manager will remove snow and ice on the sidewalks that border the Everpark Garage. This cleaning should commence at approximately 7:00 a.m. or as soon as practical, and be cleared periodically throughout attendant's hours of work. The City agrees to reimburse the Manager for its actual direct costs incurred to clear the sidewalks.
3. Payment of applicable taxes.

#### **6. FINANCIAL CONTROLS**

A. Manager must develop an Accounting Management Reporting System within thirty days of the effective date of this Agreement, which reporting system must be acceptable to the City's Finance Director.

- B. The Manager shall provide its own change fund.
- C. The Manager shall provide an electronic cash register as stated in its contract proposal..
- D. The Manager shall record all revenue into an electronic cash register at its full value immediately upon receipt and issue a receipt upon conclusion of the transaction.
- E. The Manager shall make manual receipts available that are preprinted with the Everpark logo and in numerical sequence to be used in the event electrical service is disrupted or a customer requires a more detailed receipt than is produced by the cash register.
- F. All checks received by the Manager shall be immediately restrictively endorsed for deposit only to the "City of Everett" with the endorsement stamp provided by the City Finance Department.
- G. The Manager shall reconcile the daily receipts using a worksheet provided and approved by the City's Finance Director. Written explanations must accompany any overages or shortages. The mode of payment totals from the cash register z-tape should match the total of each payment type in the deposit (i.e., cash and checks). If the mode of payment totals does not match, the reason shall be documented by the Manager supervisor. The Manager shall organize preprinted parking stubs in numerical sequence and identify any missing/lost tickets. The Manager shall forward daily to the Finance Department the completed worksheet along with a copy of the deposit slip, the cash register z-tape, a bank validation slip, and the day's organized parking ticket stubs.
- H. Bank deposits shall be made on a daily basis into the City of Everett's operating account. Deposit slips, provided by the City of Everett Finance Department, will be prepared in duplicate. All receipts will be deposited intact.
- I. The Finance Department will record Everpark revenue daily in the City's financial system.
- J. The Manager shall be responsible for preparing and distributing invoices for monthly parking customers. Invoices for monthly parking customers will be mailed on or before the 15th of each month.
- K. The Manager shall submit monthly invoices to the Facilities and Property Management Department of the City for its management fee on or before the first of each month for its services during the prior month.
- L. At any time during normal business hours and as often as the City may deem necessary, the Manager shall make available to the City for the City's examination all of the Manager's records and documents with respect to all matters covered by this Agreement and, furthermore, the Manager will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
- M. City Administration and the Finance Director retain the right to amend or modify these procedures, as needed, with adequate notice to the Manager.

N. It is the intent of the Parties, and it is agreed, that the Manager is not granted a leasehold interest to exclusively occupy the Everpark Garage. The Manager is providing management services as set forth herein and therefore should not be subject to any Leasehold Excise Tax, RCW Chapter 82.29A. However, if it is otherwise determined and the Manager is responsible for said tax, then the Manager is solely responsible for and shall pay the tax.

O. The parking fee schedule may be adjusted by the Manager upon written approval of the City. Parking fees will generally be kept comparable to rates charged by other parking facilities in Everett. This schedule will prevail and will be consistent with the City's most current resolution establishing parking fees as passed by City Council.

P. The Manager will submit in writing any maintenance requests over five hundred dollars (\$500), special request for other use, or promotional coordination with downtown merchant groups. This correspondence will be directed only to the City's representative, who will in turn coordinate the requests within the City.

## **7. RISK MANAGEMENT**

### **A. Indemnity**

Except as otherwise provided in this paragraph, the Manager hereby agrees to defend and indemnify the City from any and all Claims arising out of, in connection with, or incident to any acts, errors, omissions, or conduct by the Manager (or its employees, agents, representatives and subcontractors) relating to this Agreement. The Manager is obligated to defend and indemnify the City pursuant to this paragraph whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Manager's duty to defend and indemnify pursuant to this paragraph is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Manager. The Manager shall not indemnify the City for Claims caused solely by the negligence of the City. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Manager specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Manager recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this paragraph: (1) "City" includes the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Manager employs or engages subcontractors, then Manager shall ensure that each such subcontractor (and subsequent tiers of subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Manager pursuant to this paragraph.

### **B. Insurance**

1. The Manager shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Manager's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which

are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

- a. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Manager shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Manager covers such employees.
  - b. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
  - c. Garage Policy Liability Insurance which shall include Garagekeeper's Legal Liability Insurance in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate.
2. The above liability policies shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Manager to furnish the required insurance during the term of this Agreement.
3. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
4. Prior to the Manager commencing work, Manager shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Manager shall also provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy, Garage Policy Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Manager's obligations to fulfill the requirements.
5. The Manager certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington which requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. The Manager shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the services pursuant to this Agreement. The Manager shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
6. In case of the breach of any provision of this section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of the



Manager, such types of insurance in the name of the Manager, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to the Manager under this Agreement or may demand Manager to promptly reimburse the City for such cost.

## **8. DEFAULT**

- A. Occurrence of any of the following shall constitute a default hereunder by the Manager:
1. The failure or refusal of the Manager to perform any of its the terms, conditions or obligations under this Agreement;
  2. Notice of cancellation or non-renewal of an expired policy of insurance or bond, and the Manager's failure to replace or reinstate the insurance policy or bond prior to the effective date of the cancellation or non-renewal;
  3. The filing or pendency of a petition against the Manager or the voluntary effort of the Manager to seek protection under any applicable bankruptcy, reorganization, arrangement, insolvency, readjustment or debt, dissolution, liquidation or rehabilitation law of any jurisdiction which has not been dismissed within sixty (60) days after filing or which has not been cured by the Manager's acquisition of an alternate security instrument guaranteeing performance of this Agreement satisfactory to the City;
  4. The failure on the part of the Manager to pay all or any amount required to be paid to the City under this Agreement when such amount becomes due and payable, unless it is paid within five (5) days after written demand of the amount by the City.
- B. In the event of any Default, the nondefaulting party shall notify the defaulting party in writing of the default and describe the default in reasonable detail. The defaulting party shall immediately cure the default, or if the default cannot be cured immediately, then the defaulting party shall notify the nondefaulting party of the steps it will take to cure the default in a commercially reasonable manner and time.

## **9. TERMINATION**

### **A. For Convenience**

Either party may terminate this Agreement without cause at any time by sending written notice of termination to the other party Agent ("Notice"). The Notice shall specify a termination date ("Termination Date") at least sixty (60) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt (whether by fax, mail, delivery or other method reasonably calculated to be received in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Manager shall immediately commence to end the service being provided in a reasonable and orderly manner. Except in the case of the Manager's material breach of this Agreement, in the event of termination of this Agreement, notwithstanding any other language in this Agreement, the Manager is only entitled to payment based upon any unpaid monthly payment due and owing for the period of time prior to the Termination Date and any approved expenses as authorized by this Agreement less all payments previously made. The Notice shall be sent by the United States Mail to the City's and Manager's addresses provided herein, postage prepaid, certified

or registered mail, return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide actual notice in a timely manner, such as fax. The City does not by this section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Manager (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other back charges or credits.

**B. For Default**

Either party may terminate this Agreement the other party's uncured default of its obligations under this Agreement.

**C. Termination Procedure**

The terminating party shall send written notice of termination to the other party ("Notice"). The Notice shall specify a termination date ("Termination Date") at least sixty (60) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt (whether by fax, mail, delivery or other method reasonably calculated to be received in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, the parties shall immediately commence to end the service being provided in a reasonable and orderly manner. Except in the case of the Manager's material breach of this Agreement, in the event of termination of this Agreement, notwithstanding any other language in this Agreement, the Manager is only entitled to payment based upon any unpaid monthly payment due and owing for the period of time prior to the Termination Date and any approved expenses as authorized by this Agreement less all payments previously made. The Notice shall be sent by the United States Mail to the City's and Manager's addresses provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, the Notice may also be sent by any other method reasonably believed to provide actual notice in a timely manner, such as fax. The City does not by this section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Manager (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other back charges or credits.

**10. MISCELLANEOUS**

**A. Representations.** The Manager represents that statements of fact contained in its proposal are true and correct, and no material facts were omitted that would be reasonably necessary to make the statements made in the proposal, in the light of the circumstances under which they were made, not misleading. The Manager also represents that it has examined the Everpark Garage and can perform the work, services and improvements set forth in the Manager's proposal for this Agreement and the Request for Proposals related to this Agreement.

**B. Venue and Choice of Law.** The law of the State of Washington shall apply to this Agreement and venue for any for any lawsuit arising out of this Agreement shall be Snohomish County Superior Court.

**C. Independent Contractor.** In the performance of this Agreement, the Manager shall provide all services as an independent contractor and personnel operating the Everpark Garage shall be employees of the Manager, not of the City. It is not intended by this Agreement to, and

nothing contained herein shall, create any partnership, joint venture or other arrangement between the Manager and the City. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation nor shall any such person, firm, organization or corporation have any right or cause of action hereunder.

**D. No Assignment.** The rights, duties and responsibilities in this Agreement shall not be assigned or subcontracted by the Manager to any person, business or entity without the advance written consent of the City.

**E. Notice.** A notice or other communication by either party to this Agreement shall be in writing and shall be given or delivered, if dispatched by regular mail, postage pre-paid to the following:

**If to the City:**

Facilities & Property Management Department  
3101 Cedar Street  
Everett, WA 98201

**If to the Manager:**

Downtown Everett Association  
P.O. Box 748  
Everett, WA 98206-5267

**F. Integration and Order of Precedence.** This Agreement, the Request for Proposals for the Management and Operation of Everpark Garage with a submittal date of April 14, 2004, and the Manager's proposal dated May 6, 2004, comprise the entire agreement of the parties and are intended as a final expression of the agreement between the Parties. In the event of a conflict between the above identified documents, and for purposes of interpretation to determine the duties, understandings, agreements and responsibilities between the Parties, the priority of the documents is: (1) this Agreement; (2) the Request for Proposals; and (3) Manager's proposal. This Agreement supersedes all other agreements and representation made prior hereto. No amendment hereof shall be binding on either party unless and until approved in writing by both parties.

**G. Severability.** If any provision of this Agreement or any application hereof shall be found to be invalid or unenforceable, for any reason, the remainder of this Agreement and any application of such provision shall not be affected thereby.

**H. Survival.** The obligations imposed on Manager and all provisions of the Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of the Agreement, including Article X, shall survive the completion, termination or cancellation of this Agreement. Further, all terms and provision of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the City and the Manager and their respective successors in interest.

**I. Waiver.** The waiver by the City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same or of any other term, covenant, or condition herein contained.

**J. Construction** Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. Each party acknowledges that the Agreement should not be strictly construed against one party or the other, but interpreted reasonably and fairly so as to give effect to the manifest intentions of the parties.

**K. Modification.** This Agreement may not be modified except by a written instrument duly executed by the parties hereto. The City may, from time to time, change the scope of services to be provided by Manager this Agreement. Such changes shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as a change to this Agreement and (c) become a part of this Agreement. The amount of compensation shall be equitably adjusted.

**L. Compliance with Federal, State and Local Laws** Manager shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder, including, but not limited to, including Title V1, the Civil Right Act of 1964, amended by the Equal Employment Opportunity Act of 1972.

**M. Headings for Convenience.** The section and subsection headings used herein are for referral and convenience only, and shall not enter into interpretation hereof. Any exhibits referred to herein and attached, and to be attached hereto, are incorporated herein to the same extent as if set forth in full herein.

**N. City of Everett Business License** Manager agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

**O. State of Washington Requirements** Manager agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

**P. No Interest In Real Estate.** The parties agree that this is an agreement for services only and does not convey any interest in any real estate.

**Q. Effective Date.** Regardless of when each party actually signs this agreement, and regardless of whether both parties sign this amendment after December 30, 2016, the effective date of this Amendment is deemed for all purposes to be January 1, 2017.


**IN WITNESS WHEREOF**, the City and Manager have executed this Agreement as of the date first above written.

CITY OF EVERETT, WASHINGTON

By:   
Ray Stephanson, Mayor

Date: 2-24-2017

DOWNTOWN EVERETT ASSOCIATION

By:   
Craig G. Skotdal, President


Date: 1/13/2017

ATTEST:

  
Sharon Fuller, City Clerk

Date: 2/21/2017

APPROVED AS TO FORM:

  
James D. Iles, City Attorney  
Date: 2/16/17

*Agreement*

## EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

# 10

**PROJECT TITLE:**

Parking Management  
Agreement with the  
Downtown Everett  
Association (DEA) for  
management services at  
EverPark Garage

\_\_\_\_\_ Briefing  
\_\_\_\_\_ Proposed Action  
\_\_\_\_\_ Consent  
\_\_\_\_\_ Action  
\_\_\_\_\_ First Reading  
\_\_\_\_\_ Second Reading  
\_\_\_\_\_ Third Reading  
\_\_\_\_\_ Public Hearing  
\_\_\_\_\_ Budget Advisory

COUNCIL BILL #

Originating Department Facilities/Real PropertyContact Person Mike PalaciosPhone Number (425) 257-8938FOR AGENDA OF February 1, 2017

Initialed by:

Department Head \_\_\_\_\_

CAA \_\_\_\_\_

Council President *dlb***Location**

2800 block  
of Hoyt Ave

**Preceding Action**

June 19, 2013 Parking  
Management Agreement  
June 29, 2016 First  
Amendment

**Attachments**

Agreement

**Department(s) Approval**

Facilities/Real Property

Amount Budgeted	\$199,356.00/year	
Expenditure Required	\$199,356.00/year	Account Number(s): 430-5000-000-410
Budget Remaining	-0-	
Additional Required	-0-	

**DETAILED SUMMARY STATEMENT:**

In July 2013, the City of Everett executed a three-year parking management agreement with the Downtown Everett Association (DEA) for the management and day to day operations of the EverPark Parking Garage located in the 2800 block of Hoyt Avenue.

On June 29, 2016, an amendment to the management agreement was approved extending the term of the agreement for an additional six months to December 31, 2016.

City staff is satisfied with DEA's management of the parking garage and recommends the attached new three-year parking management agreement with a term beginning January 1, 2017, and expiring on December 31, 2019. The management services fee would remain unchanged at \$16,613.00 per month, with a total yearly expenditure of \$199,356.00 and no Washington State sales tax.

**RECOMMENDATION:**

Authorize the Mayor to sign the Parking Management Agreement with the Downtown Everett Association (DEA) for management services at EverPark Garage, in the amount of \$199,356.00 and no Washington State sales tax.

*2-8-17  
Council Approved  
J.P.*